

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT																					
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST																					
<b>CONVEYING PARTY DATA</b>																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>NAVMAN WIRELESS NORTH AMERICA LP</td> <td></td> <td>10/26/2011</td> <td>LIMITED PARTNERSHIP: DELAWARE</td> </tr> <tr> <td>NAVMAN WIRELESS HOLDINGS LP</td> <td></td> <td>10/26/2011</td> <td>LIMITED PARTNERSHIP: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	NAVMAN WIRELESS NORTH AMERICA LP		10/26/2011	LIMITED PARTNERSHIP: DELAWARE	NAVMAN WIRELESS HOLDINGS LP		10/26/2011	LIMITED PARTNERSHIP: DELAWARE										
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NAVMAN WIRELESS HOLDINGS LP		10/26/2011	LIMITED PARTNERSHIP: DELAWARE																			
<b>RECEIVING PARTY DATA</b>																						
Name:	NXT CAPITAL, LLC, as Agent																					
Street Address:	191 North Wacker Drive, Suite 1200																					
City:	Chicago																					
State/Country:	ILLINOIS																					
Postal Code:	60606																					
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE																					
<b>PROPERTY NUMBERS Total: 6</b>																						
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<b>CORRESPONDENCE DATA</b>																						
Fax Number:	(312)863-7806																					
Phone:	312-863-7198																					
Email:	nancy.brougher@goldbergkohn.com																					
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																						
Correspondent Name:	Nancy Brougher																					

OP \$165.00 3045513

900205689

**TRADEMARK**  
**REEL: 004649 FRAME: 0495**

Address Line 1:	Goldberg Kohn Ltd.
Address Line 2:	55 East Monroe Street, Suite 3300
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6492.049
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NAME OF SUBMITTER:	Nancy Brougher
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Signature:	/njb/
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Date:	10/27/2011
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**Total Attachments: 5**

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source=Navman Trademark Security Agreement#page4.tif  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 26th day of October, 2011, by Navman Wireless North America LP, a Delaware limited partnership and Navman Wireless Holdings LP, a Delaware limited partnership (each, a "Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

### WITNESSETH

WHEREAS, Grantors, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantors (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement of even date herewith among Grantors, one or more of their affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), to secure payment of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Collateral Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, each Grantor hereby grants to Grantee, for the benefit of Lenders and the other Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a lien on and security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

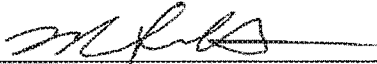
(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any such Trademark, or (b) injury to the goodwill associated with any such Trademark.

[Signature page follows]


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**NAVMAN WIRELESS NORTH AMERICA LP**

By: Navman Wireless OEM General Partner LLC, its  
General Partner

By   
Name: Michael Henn  
Its: Vice President and Treasurer

**NAVMAN WIRELESS HOLDINGS LP**

By   
Name: Michael Henn  
Its: Vice President and Treasurer

Agreed and Accepted  
As of the Date First Written Above

NXT CAPITAL, LLC,  
as Agent

By \_\_\_\_\_  
Its \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NAVMAN WIRELESS NORTH AMERICA LP

By \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

NXT CAPITAL, LLC,  
as Agent

By Amanda Ferguson  
Name: Amanda Ferguson  
Its: Vice President

## SCHEDULE 1

### TRADEMARK REGISTRATIONS

MARK	SERIAL NUMBER	REGIS. NUMBE R	REGIS. DATE	OWNER INFORMATION
ONLINEAVL	78505467	3045513	01/17/06	Navman Wireless North America LP
HALO	78342269	3081608	04/18/06	Navman Wireless North America LP
JUPITER	77932588	3845156	09/07/10	Navman Wireless Holdings, L.P.

### TRADEMARK APPLICATIONS

MARK	SERIAL NUMBER	FIRST USE DATE	OWNER INFORMATION
M-NAV	85357693	04/28/06	Navman Wireless North America, L.P.
QTANIUM	85357692	10/29/10	Navman Wireless North America, L.P.
QUBE	85044610	12/04	Navman Wireless Holdings, L.P.